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 Sony Optiarc Inc., Sony Corp., and Sony Electronics Inc.*

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

IN RE OPTICAL DISK DRIVE
 PRODUCTS ANTITRUST
 LITIGATION

MDL Docket No. 3:10-md-02143-RS-JCS

CASE No. 3:13-cv-05372-RS

**DEFENDANTS SONY OPTIARC AMERICA
 INC., SONY OPTIARC INC., SONY CORP.,
 AND SONY ELECTRONICS INC.'S ANSWER
 TO INGRAM MICRO INC.'S AND SYNnex
 CORPORATION'S AMENDED COMPLAINT
 FOR DAMAGES AND INJUNCTIVE RELIEF**

This document relates to:

INGRAM MICRO INC., et al.,

Plaintiff,

v.

LG ELECTRONICS, INC., et al.

Defendants.

1 Defendants Sony Optiarc America Inc., Sony Optiarc Inc., Sony Corp., and Sony Electronics
2 Inc. (collectively, “Sony Defendants,”) by and through undersigned counsel, for their Answer to the
3 Complaint (the “Complaint”), state as follows:
4

5 This Answer is based upon the information currently available to one or more of the Sony
6 Defendants, which reserve the right to amend this answer to the extent permitted by the Federal Rules
7 of Civil Procedure. The Complaint contains numerous headings, which are not allegations and do not
8 require a response from Sony Defendants. To the extent that any headings are construed as allegations,
9 they are denied.

10 1. Sony Defendants deny the conspiracy alleged herein, deny that any Sony Defendant
11 participated in any antitrust conspiracy, and deny that Plaintiffs were injured by Sony Defendants.
12 Sony Defendants admit that Plaintiffs purchased optical disc drives (“ODDs”). Sony Defendants deny
13 the remaining allegations of Paragraph 1 of the Complaint.

14 2. Sony Defendants admit the allegations of the first, third and fourth sentences of
15 Paragraph 2 of the Complaint. Sony Defendants deny the allegations of the second sentence of
16 Paragraph 2 in the form and manner alleged, but admit that some notebook and desktop computers
17 incorporate ODDs. The fifth sentence of Paragraph 2 consists of Plaintiffs’ characterization of the
18 remainder of their allegations, to which no response is required. To the extent a response is required,
19 Sony Defendants deny the allegations.

20 3. Sony Defendants admit that Paragraph 3 of the Complaint is generally accurate with
21 regard to the description of ODD technology.

22 4. To the extent Paragraph 4 of the Complaint purports to define ODDs for the purposes
23 of this action, Sony Defendants aver these definitions are vague and unclear. Sony Defendants admit
24 that some optical disk drives are sold alone for use not inside a computer and some are sold with a
25 connecting interface. Sony Defendants admit that some optical disk drives are sold for use internally
26 in computers and can be used to read and, in some cases, write data for a variety of uses including
27 software programs and data compilations. Sony Defendants deny the remaining allegations of
28 Paragraph 4.

5. Sony Defendants deny the allegations of Paragraph 5 of the Complaint.

6. Sony Defendants admit that the Department of Justice instituted an antitrust investigation into certain procurements of optical disk drives, but deny that the Department of Justice is investigating price-fixing in the ODD industry, and that there is an “ODD market.” Sony Defendants deny that they have a history of engaging in anticompetitive conduct or that they engaged in any anticompetitive or illegal conduct regarding DRAM, TFT-LCD, or CRT products. Sony Defendants otherwise lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 6 of the Complaint with regard to other Defendants and therefore deny the allegations.

7. To the extent the allegations of Paragraph 7 of the Complaint purport to describe or quote a plea agreement, Sony Defendants aver that the plea agreement is the best source of its full content and context. Sony defendants deny the allegations to the extent they do not accurately represent the plea agreement’s full content and context. To the extent that Paragraph 7 alleges that anyone working for or on behalf of any Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the remaining allegations and therefore deny the allegations.

8. Sony Defendants aver that the allegations of Paragraph 8 of the Complaint set forth legal contentions, to which no response is required. To the extent a response is required, Sony Defendants deny the allegations.

9. Sony Defendants aver that the allegations of Paragraph 9 of the Complaint set forth legal contentions, to which no response is required. To the extent a response is required, Sony Defendants deny the allegations.

10. Sony defendants aver that the allegations of Paragraph 10 of the Complaint set forth legal contentions, to which no response is required. To the extent a response is required, Sony Defendants deny the allegations.

11. Sony Defendants deny the allegations of Paragraph 11 of the Complaint.

12. Sony Defendants aver that the allegations of Paragraph 12 of the Complaint set forth

1 legal contentions, to which no response is required. To the extent a response is required, Sony
2 Defendants deny the allegations of Paragraph 12.

3 13. Sony Defendants aver that the allegations of Paragraph 13 of the Complaint set forth
4 legal contentions, to which no response is required. To the extent a response is required, Sony
5 Defendants admit that certain Sony entities knew that ODDs and ODD Products containing ODDs
6 would be sold and shipped into the Central District of California. Sony Defendants lack sufficient
7 knowledge or information to form a belief about the truth of the allegations regarding other defendants
8 and therefore deny the allegations. Sony Defendants deny the remaining allegations.

9 14. Sony Defendants lack sufficient knowledge or information to form a belief about the
10 truth of the allegations of Paragraph 14 and therefore deny the allegations.

11 15. Sony Defendants deny the allegations of Paragraph 15 of the Complaint.

12 16. Sony Defendants lack sufficient knowledge or information to form a belief about the
13 truth of the allegations of Paragraph 16 of the Complaint and therefore deny the allegations.

14 17. Sony Defendants lack sufficient knowledge or information to form a belief about the
15 truth of the allegations of Paragraph 17 and therefore deny the allegations.

16 18. Sony Defendants deny the allegations of Paragraph 18 of the Complaint.

17 19. Sony Defendants lack sufficient knowledge or information to form a belief about the
18 truth of the allegations of Paragraph 19 and therefore deny the allegations.

19 20. Sony Defendants lack sufficient knowledge or information to form a belief about the
20 truth of the allegations of Paragraph 20 of the Complaint and therefore deny the allegations.

21 21. Sony Defendants lack sufficient knowledge or information to form a belief about the
22 truth of the allegations of Paragraph 21 of the Complaint and therefore deny the allegations.

23 22. Sony Defendants lack sufficient knowledge or information to form a belief about the
24 truth of the allegations of Paragraph 22 of the Complaint and therefore deny the allegations.

25 23. Sony Defendants lack sufficient knowledge or information to form a belief about the
26 truth of the allegations of Paragraph 23 of the Complaint and therefore deny the allegations.

27 24. Sony Defendants lack sufficient knowledge or information to form a belief about the
28 truth of the allegations of Paragraph 24 of the Complaint and therefore deny the allegations.

25. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 25 of the Complaint and therefore deny the allegations.

26. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 26 of the Complaint and therefore deny the allegations.

27. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 27 of the Complaint and therefore deny the allegations.

28. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 28 of the Complaint and therefore deny the allegations.

29. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 29 of the Complaint and therefore deny the allegations.

30. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 31 of the Complaint and therefore deny the allegations.

31. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 31 of the Complaint and therefore deny the allegations.

32. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 32 of the Complaint and therefore deny the allegations.

33. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 33 of the Complaint and therefore deny the allegations.

34. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 34 of the Complaint and therefore deny the allegations.

35. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 35 of the Complaint and therefore deny the allegations.

36. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 36 of the Complaint and therefore deny the allegations.

37. Sony Defendants admit that Sony Corporation is a business entity organized under the laws of Japan, with its principal place of business located at 1-7-1, Konan, Minato-Ku, TKY 108-0075, Japan. Sony Defendants deny the remaining allegations of Paragraph 37 of the Complaint, except that Sony Defendants admit that certain “Sony” Defendants manufactured ODDs, or sold or

distributed ODDs in (although not “throughout”) the United States, and/or imported ODDs into the United States at certain points during the period of time at issue in the Complaint.

38. Sony Defendants admit that Sony Electronics, Inc. is a currently a wholly-owned subsidiary of Sony Corporation of America, and that Sony Electronics, Inc. is a Delaware corporation that sold and/or distributed ODDs in (although not throughout) the United States and imported ODDs into the United States at certain points during the time at issue in the Complaint. Sony Defendants deny the remaining allegations of Paragraph 38 of the Complaint.

39. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 39 of the Complaint and therefore deny the allegations.

40. Sony Defendants admit that Sony Optiarc Inc. is a business entity organized under the laws of Japan with its headquarters located at 4-16-1 Okata, Atsugi-shi, Kanagawa 243-0021, Japan. Sony Defendants deny the remaining allegations of Paragraph 40 of the Complaint.

41. Sony Defendants admit the allegations in the first sentence of Paragraph 41 of the Complaint, and that Shinichi Yamamura served as President of the Sony NEC Optiarc Inc. Sony Defendants admit that Sony NEC Optiarc Inc. was formed as a separate Japanese company on or about April 3, 2006, and that Sony Corporation owned 55% of the voting shares and that NEC Corporation owned 45% of the voting shares in Sony NEC Optiarc Inc. Sony Defendants deny the remaining allegations.

42. Sony Defendants admit the allegations of the first sentence of Paragraph 42 of the Complaint, that Shinichi Yamamura served as President of Sony NEC Optiarc Inc., and that during a portion of the time at issue in the Complaint Sony Optiarc Inc. imported and sold ODDs in (although not throughout) the United States. To the extent that the allegations of Paragraph 42 purport to describe or quote a press release, Sony Defendants aver that the press release is the best source of its full content and context. To the extent that the allegations of Paragraph 42 do not reflect the release’s full content and context, Sony Defendants deny the allegations.

43. Sony Defendants admit the allegations of the second sentence of Paragraph 43 of the Complaint and that during a portion of the time at issue in the Complaint Sony Optiarc America Inc. imported and sold ODDs in (although not throughout) the United States. Sony Defendants deny the

1 remaining allegations.

2 44. To the extent that Paragraph 44 of the Complaint purports to describe or quote an SEC
3 filing, Sony Defendants aver that the filing is the best source of its full content and context. To the
4 extent that the allegations of Paragraph 44 do not reflect the filing's full content and context, Sony
5 Defendants deny the allegations.

6 45. Sony Defendants lack sufficient knowledge or information to form a belief about
7 whether some unidentified former employee of Sony Optiarc Inc. made the alleged assertion and
8 therefore deny the allegations of Paragraph 45 of the Complaint. Sony Defendants deny that Sony
9 Optiarc Inc. and Sony Electronics Inc. are "controlled" by Sony Corporation.

10 46. Sony Defendants state that the purported definition is confusing and misleading
11 because it conflates separate and distinct entities, and object to and deny this allegation on that basis.
12 Sony Defendants deny the remaining allegations of Paragraph 46 of the Complaint. Further, Sony
13 Defendants object to and deny other allegations of the Complaint that use this misleading definition on
14 that basis.

15 47. Sony Defendants state that the purported definition is confusing and misleading
16 because it conflates separate and distinct entities, and object to and deny this allegation on that basis.
17 Sony Defendants deny the remaining allegations of Paragraph 47 of the Complaint. Further, Sony
18 Defendants object to and deny other allegations of the Complaint that use this misleading definition on
19 that basis.

20 48. Sony Defendants lack sufficient knowledge or information to form a belief about the
21 truth of the allegations of Paragraph 48 of the Complaint and therefore deny the allegations.

22 49. Sony Defendants lack sufficient knowledge or information to form a belief about the
23 truth of the allegations of Paragraph 49 of the Complaint and therefore deny the allegations.

24 50. Sony Defendants lack sufficient knowledge or information to form a belief about the
25 truth of the allegations of Paragraph 50 of the Complaint and therefore deny the allegations.

26 51. Sony Defendants lack sufficient knowledge or information to form a belief about the
27 truth of the allegations of Paragraph 51 of the Complaint and therefore deny the allegations.

28 52. Sony Defendants lack sufficient knowledge or information to form a belief about the

1 truth of the allegations of Paragraph 52 of the Complaint and therefore deny the allegations.

2 53. Sony Defendants lack sufficient knowledge or information to form a belief about the
3 truth of the allegations of Paragraph 53 of the Complaint and therefore deny the allegations.

4 54. Sony Defendants lack sufficient knowledge or information to form a belief about the
5 truth of the allegations of Paragraph 54 of the Complaint and therefore deny the allegations.

6 55. Sony Defendants lack sufficient knowledge or information to form a belief about the
7 truth of the allegations of Paragraph 55 of the Complaint and therefore deny the allegations.

8 56. Sony Defendants lack sufficient knowledge or information to form a belief about the
9 truth of the allegations of Paragraph 56 of the Complaint and therefore deny the allegations.

10 57. Sony Defendants aver that the allegations of Paragraph 57 of the Complaint state legal
11 contentions, to which no response is required. To the extent that a response is required and the
12 allegations of Paragraph 57 relate to Sony Defendants, Sony Defendants deny the allegations. To the
13 extent that the allegation of Paragraph 57 relate to other Defendants, Sony Defendants lack sufficient
14 knowledge or information to form a belief about the truth of the allegations and therefore deny the
15 allegations.

16 58. Sony Defendants aver that the allegations of Paragraph 58 of the Complaint contain
17 legal contentions, to which no response is required. To the extent a response is required and the
18 allegations of Paragraph 58 relate to Sony Defendants, Sony Defendants deny the allegations. To the
19 extent that the allegations of Paragraph 58 relate to other Defendants, Sony Defendants lack sufficient
20 knowledge or information to form a belief about the truth of the allegations and therefore deny the
21 allegations.

22 59. Sony Defendants aver that the allegations of Paragraph 59 of the Complaint contain
23 legal contentions and mere characterizations to which no response is required. To the extent a
24 response is required, Sony Defendants deny the allegations.

25 60. Sony Defendants aver that the allegations of Paragraph 60 of the Complaint contain
26 legal contentions, to which to response is required. To the extent a response is required, Sony
27 Defendants deny the allegations.

28 61. Sony Defendants deny the allegations of Paragraph 61 of the Complaint to the extent

1 that they relate to Sony Defendants. To the extent that the allegations of Paragraph 61 relate to other
2 Defendants, Sony Defendants lack sufficient knowledge or information to form a belief about the truth
3 of the allegations and therefore deny the allegations.

4 62. Sony Defendants deny the allegations of Paragraph 62 of the Complaint to the extent
5 that they relate to Sony Defendants. To the extent that the allegations of Paragraph 62 relate to other
6 Defendants, Sony Defendants lack sufficient knowledge or information to form a belief about the truth
7 of the allegations and therefore deny the allegations.

8 63. To the extent that Paragraph 63 of the Complaint alleges that any Sony Defendant
9 conspired with Hitachi Ltd., LG entities, HLDS entities, Koninklijke Philips N.V., Lite-On IT
10 Corporation of Taiwan, BenQ entities, PLDS entities, Pioneer entities, Sharp Corporation, or Pioneer
11 Digital Design & Manufacturing Company or any other “co-conspirator,” Sony Defendants deny the
12 allegation. To the extent that the allegations of Paragraph 63 relate to other Defendants, Sony
13 Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations
14 and therefore deny the allegations.

15 64. To the extent that Paragraph 64 of the Complaint alleges that Hitachi, Ltd. was a co-
16 conspirator of any Sony Defendant, Sony Defendants deny the allegation. Sony Defendants lack
17 sufficient knowledge or information to form a belief about the truth of the remaining allegations and
18 therefore deny the allegations.

19 65. To the extent that Paragraph 65 of the Complaint alleges that Samsung Electronics Co.,
20 Ltd. was a co-conspirator of any Sony Defendant, Sony Defendants deny the allegation. Sony
21 Defendants lack sufficient knowledge or information to form a belief about the truth of the remaining
22 allegations and therefore deny the allegations.

23 66. To the extent that Paragraph 66 of the Complaint alleges that Samsung Electronics
24 America, Inc. was a co-conspirator of any Sony Defendant, Sony Defendants deny the allegation.
25 Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the
26 remaining allegations and therefore deny the allegations.

27 67. Sony Defendants lack sufficient knowledge or information to form a belief about the
28 truth of the allegations of Paragraph 67 of the Complaint and therefore deny the allegations.

68. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 68 of the Complaint and therefore deny the allegations.

69. To the extent that Paragraph 69 of the Complaint alleges that Toshiba Samsung Storage Technology Corporation was a co-conspirator of any Sony Defendant, Sony Defendants deny the allegation. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the remaining allegations and therefore deny the allegations.

70. To the extent that Paragraph 70 of the Complaint alleges that Toshiba Samsung Storage Technology Corporation Korea was a co-conspirator of any Sony Defendant, Sony Defendants deny the allegation. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the remaining allegations and therefore deny the allegations.

71. To the extent that Paragraph 71 of the Complaint alleges that Toshiba Samsung Storage Corporation or TSST Korea was a co-conspirator of any Sony Defendant, Sony Defendants deny the allegation. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the remaining allegations and therefore deny the allegations.

72. To the extent that Paragraph 72 of the Complaint alleges that Pioneer Corporation was a co-conspirator of any Sony Defendant, Sony Defendants deny the allegation. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the remaining allegations and therefore deny the allegations.

73. To the extent that Paragraph 73 of the Complaint alleges that Pioneer North America, Inc. was a co-conspirator of any Sony Defendant, Sony Defendants deny the allegation. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the remaining allegations and therefore deny the allegations.

74. To the extent that Paragraph 74 of the Complaint alleges that Pioneer Electronics USA Inc. was a co-conspirator of any Sony Defendant, Sony Defendants deny the allegation. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the remaining allegations and therefore deny the allegations.

75. To the extent that Paragraph 75 of the Complaint alleges that Pioneer High Fidelity Taiwan Co., Ltd. was a co-conspirator of any Sony Defendant, Sony Defendants deny the allegation.

1 Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the
2 remaining allegations and therefore deny the allegations.

3 76. To the extent that Paragraph 76 of the Complaint alleges that Pioneer Corporation,
4 Pioneer North America, Inc., Pioneer USA, or Pioneer High Fidelity Taiwan Co., Ltd. was a co-
5 conspirator of any Sony Defendant, Sony Defendants deny the allegation. Sony Defendants lack
6 sufficient knowledge or information to form a belief about the truth of the remaining allegations and
7 therefore deny the allegations.

8 77. To the extent that Paragraph 77 of the Complaint alleges that Sharp Corporation was a
9 co-conspirator of any Sony Defendant, Sony Defendants deny the allegation. Sony Defendants lack
10 sufficient knowledge or information to form a belief about the truth of the remaining allegations and
11 therefore deny the allegations.

12 78. To the extent that Paragraph 78 of the Complaint alleges that Pioneer Digital Design &
13 Manufacturing Company was a co-conspirator of any Sony Defendant, Sony Defendants deny the
14 allegation. Sony Defendants lack sufficient knowledge or information to form a belief about the truth
15 of the remaining allegations and therefore deny the allegations.

16 79. Sony Defendants deny that any Sony Defendant participated in any alleged conspiracy.
17 To the extent that Paragraph 79 of the Complaint relates to Ingram's investigation, Sony Defendants
18 lack sufficient knowledge or information to form a belief about the truth of the allegations and
19 therefore deny the allegations.

20 80. Sony Defendants aver that Paragraph 80 of the Complaint purports to describe the
21 Complaint's terminology and no response is required. To the extent a response is required, Sony
22 defendants deny the allegations of Paragraph 80.

23 81. Sony Defendants aver that the allegations of Paragraph 81 of the Complaint state legal
24 contention to which no response is required. To the extent that a response is required, Sony
25 Defendants deny that there is a "market" as alleged of Paragraph 81 and therefore deny the allegations
26 of Paragraph 81.

27 82. Sony Defendants deny the allegations of Paragraph 82 of the Complaint.

28 83. Sony Defendants deny that any Sony Defendant participated in an alleged conspiracy.

1 Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the
2 remaining allegations of Paragraph 83 of the Complaint and therefore deny the allegations.

3 84. Sony Defendants deny the allegations of Paragraph 84 of the Complaint to the extent
4 they relate to the conduct of any Sony Defendant. Sony Defendants lack sufficient knowledge or
5 information to form a belief about the truth of the allegations to the extent they relate to other
6 Defendants and therefore deny the allegations.

7 85. Sony Defendants deny the allegations of Paragraph 85 of the Complaint.

8 86. Sony Defendants deny that any Sony Defendant participated in any alleged conspiracy.
9 Sony defendants admit that one or more Sony Defendants sold ODDs through various channels,
10 including to Ingram and certain other manufacturers of electronic products and devices, during at least
11 some portion of the period of time at issue in the Complaint. Sony Defendants lack sufficient
12 knowledge or information to form a belief about the truth of the remaining allegations of Paragraph 86
13 of the Complaint and therefore deny the allegations.

14 87. Sony Defendants admit that Paragraph 87 of the Complaint is generally accurate with
15 regard to the description of ODD technology, except Sony Defendants deny that all ODDs can write or
16 rewrite.

17 88. Sony Defendants admit that Paragraph 88 of the Complaint is generally accurate with
18 regard to the description of ODD technology.

19 89. Sony Defendants admit the first three sentences of Paragraph 89 of the Complaint,
20 except to the extent they allege that “ODDs are thicker” or “ODDs are thinner,” which Sony
21 Defendants deny. Sony Defendants lack sufficient knowledge or information to form a belief about
22 the remaining allegations and therefore deny the allegations.

23 90. Sony Defendants admit that the allegations of Paragraph 90 of the Complaint are
24 generally accurate as to at least some ODDs, but lack sufficient knowledge or information to form a
25 belief about whether all the allegations are accurate where they imply or state that the allegations
26 apply to all or “typical” ODDs.

27 91. Sony Defendants admit that Dell, HP, Acer, Apple, ASUSTek Computer Inc. and
28 Lenovo Group Ltd. have sold desktop and/or notebook computers containing different sorts of optical

1 disk drives. Sony Defendants otherwise lack sufficient knowledge or information to form a belief as
2 to the truth of the allegations of Paragraph 91 and therefore deny the allegations.

3 92. Sony Defendants admit that various Sony entities contributed to the development of
4 and improvement of CD technology, but Sony Defendants state that they lack sufficient knowledge or
5 information to form a belief about the truth of the specific allegations of Paragraph 92 of the
6 Complaint, and therefore deny the allegations.

7 93. Sony Defendants admit that the first generation of ODDs utilized CDs that could store
8 650 megabytes of data but, including because of the vagueness of the allegations of this paragraph,
9 lack sufficient knowledge or information to form a belief about the truth of the remaining allegations
10 of Paragraph 93 of the Complaint, and therefore deny the allegations.

11 94. Sony Defendants admit that various Sony entities contributed to the development of
12 and improvement of DVD technology, that certain drives used DVDs that could store 4.7 gigabytes of
13 data, and that DVDs became available in a read-only format and a format that allowed both reading
14 and recording, but Sony Defendants state that they lack sufficient knowledge or information to form a
15 belief about the truth of the specific allegations of Paragraph 94 of the Complaint, and therefore deny
16 the allegations.

17 95. Sony Defendants admit certain Sony entities contributed to the development of and
18 improvement of BD technology and that BD technology was designed to supersede DVD technology
19 in terms of quality and capacity. Sony Defendants further admit that certain Blu-Ray discs can store in
20 excess of 20 gigabytes and also have both read-only and read/record formats. Sony Defendants lack
21 sufficient knowledge or information to form a belief about the truth of the remaining allegations of
22 Paragraph 95 of the Complaint and therefore deny the allegations.

23 96. Sony Defendants admit that certain ODDs are backwards compatible and that ODDs
24 known as “super multi drives” exist, but Sony Defendants otherwise lack sufficient knowledge or
25 information to form a belief about the truth of the allegations of Paragraph 96 of the Complaint, which
26 are generalized regarding capabilities of many drives and vaguely characterize the “latest” drives, and
27 therefore deny the allegations.

28 97. Sony Defendants deny the allegations of Paragraph 97 of the Complaint.

1 98. Sony Defendants admit that there have been downward pricing pressures at various
2 times on various ODDs and that certain firms in the ODD industry have honed their ability to
3 manufacture certain ODDs more efficiently and at lower cost. Sony Defendants deny the remaining
4 allegations of Paragraph 98 of the Complaint.

5 99. To the extent that the allegations of Paragraph 99 of the Complaint purport to quote
6 reports from various sources, Sony Defendants aver that those reports are the best source of their full
7 content and context. Sony Defendants lack sufficient knowledge or information to form a belief about
8 the truth of the allegations of Paragraph 99 and therefore deny the allegations.

9 100. Sony Defendants deny the allegations of Paragraph 100 of the Complaint.

10 101. Sony Defendants deny the allegations of Paragraph 101 of the Complaint.

11 102. Sony Defendants deny the allegations of Paragraph 102 of the Complaint.

12 103. Sony Defendants deny all allegations relating to Sony Defendants or their affiliates of
13 Paragraph 103 of the Complaint, except that Sony Defendants admit that Sony NEC Optiarc Inc. was
14 formed as a separate Japanese company on or about April 3, 2006, and that in 2008, Sony Corporation
15 purchased NEC Corporation's shares of Sony NEC Optiarc Inc. Sony Defendants lack sufficient
16 knowledge or information to form a belief about the truth of the remaining allegations and therefore
17 deny the allegations.

18 104. Sony Defendants deny the allegations in the first sentence of Paragraph 104 of the
19 Complaint. To the extent that the allegations of Paragraph 104 purport to describe a statement by a
20 Gerald Cavanagh, Sony Defendants aver that this statement is the best source of its full content and
21 context. Sony Defendants deny the allegations of Paragraph 104 to the extent they do not accurately
22 represent the statement's full content and context. Sony Defendants deny any allegation or
23 implication that the purpose of forming Sony NEC Optiarc Inc. was to reduce competition.

24 105. Sony Defendants lack sufficient knowledge or information to form a belief about the
25 truth of the allegations of Paragraph 105 of the Complaint and therefore deny the allegations.

26 106. Sony Defendants admit that at various times Lite-On and QSI produced ODDs for
27 certain Sony Defendants. Sony Defendants deny that Sony Defendants engaged in any conspiracy,
28 and therefore that its relationship with Lite-On and QSI involved or related to any conspiracy. Sony

1 Defendants lack sufficient knowledge or information to form a belief about the truth of the remaining
2 allegations of Paragraph 106 of the Complaint and therefore deny the allegations.

3 107. Sony Defendants deny the allegations of Paragraph 107 of the Complaint.

4 108. Sony Defendants aver that the allegations in the first sentence of Paragraph 108 of the
5 Complaint state a legal contention to which no response is required. To the extent a response is
6 required, Sony Defendants deny the allegations. Sony Defendants deny participation in any alleged
7 conspiracy, but admit that the remaining allegations of the second and third sentences.

8 109. Sony Defendants admit that certain patent pools or other types of intellectual property
9 arrangements exist relating to technology used in certain ODDs including 3CDVD, DVD 6C, and
10 DB4C Licensing Group, but otherwise deny the allegations of Paragraph 109 of the Complaint.

11 110. Sony Defendants aver that Paragraph 110 of the Complaint contains mere
12 characterizations, legal contentions, and conclusions, to which no response is required. To the extent a
13 response is required, Sony Defendants deny that any patent licensing arrangement in which any Sony
14 Defendant has an interest has been used for anticompetitive collusion, and deny that any Sony
15 Defendant engaged in unlawful concerted action to exclude competitors or overcharge licensees.

16 111. Sony Defendants deny the allegations of the first, second, and fourth sentences of
17 Paragraph 111 of the Complaint. To the extent that the allegations of the third sentence of Paragraph
18 111 purport to describe or quote an analyst report, Sony Defendants lack sufficient knowledge or
19 information to form a belief about the truth of allegations and therefore deny the allegations.

20 112. Sony Defendants deny the allegations of Paragraph 112 of the Complaint.

21 113. Sony Defendant admit the allegations of Paragraph 113 of the Complaint, except that
22 Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the
23 allegation that CES is the world's largest consumer electronics show, and therefore deny the
24 allegation.

25 114. Sony Defendants lack sufficient knowledge or information to form a belief about the
26 truth of the allegations of Paragraph 114 of the Complaint and therefore deny the allegations, except to
27 admit that representatives of one or more Sony Defendants or affiliates have attended conferences of
28 the Optical Storage Symposium in 2005 and 2006 on or about the dates alleged of Paragraph 114 of

1 the Complaint.

2 115. Sony Defendants admit that the Internationale Funkausstellung (“IFA”) is a worldwide
3 exhibition of consumer electronics products held in Berlin, and that representatives of one or more
4 Sony Defendants or affiliates have attended. Sony Defendants lack sufficient knowledge of
5 information to form a belief about the truth of the remaining allegations of Paragraph 115 of the
6 Complaint and therefore deny the allegations.

7 116. Sony Defendants deny the allegations of Paragraph 116 of the Complaint.

8 117. Sony Defendants deny the allegations of Paragraph 117 of the Complaint.

9 118. Sony Defendants deny the allegations of Paragraph 118 of the Complaint in the form an
10 manner alleged, but admit that various standards have been developed for ODDs in order to facilitate,
11 for example, their compatibility and interoperability with other hardware, software, and content
12 products, and that the organizations mentioned of Paragraph 118 played a role in some of those
13 standards.

14 119. Sony Defendants deny the allegations of Paragraph 119 of the Complaint in the form
15 and manner alleged, but aver that patents, other intellectual property rights and standardized product
16 specifications exist in the ODD industry.

17 120. To the extent that the allegations in the third and fourth sentences of Paragraph 120 of
18 the Complaint purport to describe or quote or a treatise on optical magnetic storage by an industry
19 analyst, Sony Defendants aver that the treatise is the best source of its full content and context. Sony
20 Defendants lack sufficient knowledge or information to form a belief about the truth of such
21 allegations and therefore deny the allegations. Sony Defendants deny the remaining allegations of
22 Paragraph 120 of the Complaint.

23 121. Sony Defendants deny the allegations of Paragraph 121 of the Complaint to the extent
24 they relate to the Sony Defendants. Sony Defendants lack sufficient knowledge or information to form
25 a belief about the truth of the remaining allegations and therefore deny the allegations.

26 122. Sony Defendants deny the allegations of Paragraph 122 of the Complaint to the extent
27 they relate to the Sony Defendants. Sony Defendants lack sufficient knowledge or information to form
28 a belief about the truth of the remaining allegations and therefore deny the allegations.

123. To the extent that the allegations of Paragraph 123 of the Complaint purport to describe or quote a plea agreement, Sony Defendants aver that the plea agreement is the best source of its full content and context. To the extent such allegations do not accurately represent the plea agreement's full content and context, Sony Defendants deny the allegation. Sony Defendants deny that any Sony Defendant reached any agreements to fix prices of ODDs and to rig ODD Internet negotiations. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the remaining allegations and therefore deny the allegations.

124. To the extent that the allegations of Paragraph 124 of the Complaint purport to describe or quote a plea agreement, Sony Defendants aver that the plea agreement is the best source of its full content and context. To the extent such allegations do not accurately represent the plea agreement's full content and context, Sony Defendants deny the allegation. Sony Defendants deny that any Sony Defendant reached any agreements to fix prices of ODDs and to rig ODD Internet negotiations. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the remaining allegations and therefore deny the allegations.

125. Sony Defendants deny the allegations of Paragraph 125 of the Complaint.

126. Sony Defendants admit that the discovery process in *In re Optical Disk Drive Products Antitrust Litigation*, 3:10-md-02143 is currently underway, and that Sony Defendants have produced numerous documents. To the extent that Paragraph 126 of the Complaint alleges that anyone working for or on behalf of any Sony Defendant engaged in any unlawful, conspiratorial, or anticompetitive conduct or entered an anticompetitive agreement, or that documents produced by any Sony Defendant contain information showing any conspiratorial agreements, Sony Defendants deny the allegation. To the extent the allegations of Paragraph 126 relate to other Defendants, Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations and therefore deny the allegations.

127. Sony Defendants deny the allegations of Paragraph 127 of the Complaint.

128. Sony Defendants deny the allegations of Paragraph 128 of the Complaint.

129. To the extent the allegations of Paragraph 129 of the Complaint relate to any Sony Defendant, Sony Defendants deny the allegations. To the extent the allegations of Paragraph 129

1 relate exclusively to other Defendants, Sony Defendants lack sufficient knowledge or information to
2 form a belief about the truth of the allegations of Paragraph 129 and therefore deny the allegations.

3 130. Sony Defendants lack sufficient knowledge or information to form a belief about the
4 truth of the allegations of Paragraph 130 and therefore deny the allegations.

5 131. To the extent the allegations of Paragraph 131 of the Complaint purport to describe or
6 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
7 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
8 content and context. To the extent Paragraph 131 alleges that anyone working for or on behalf of any
9 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
10 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
11 knowledge or information to form a belief about the truth of the remaining allegations and therefore
12 deny the allegations.

13 132. To the extent the allegations of Paragraph 132 of the Complaint purport to describe or
14 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
15 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
16 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
17 about the truth of the remaining allegations and therefore deny the allegations.

18 133. To the extent the allegations of Paragraph 133 of the Complaint purport to describe or
19 quote one or more e-mails, Sony Defendants aver that the emails are the best source of their full
20 content and context. Sony Defendants deny the allegations to the extent they do not accurately
21 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
22 information to form a belief about the truth of the remaining allegations and therefore deny the
23 allegations.

24 134. To the extent the allegations of Paragraph 134 of the Complaint purport to describe or
25 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
26 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
27 content and context. To the extent Paragraph 134 alleges that anyone working for or on behalf of any
28 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an

1 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
2 knowledge or information to form a belief about the truth of the remaining allegations and therefore
3 deny the allegations.

4 135. To the extent the allegations of Paragraph 135 of the Complaint purport to describe or
5 quote one or more e-mails, Sony Defendants aver that the emails are the best source of their full
6 content and context. Sony Defendants deny the allegations to the extent they do not accurately
7 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
8 information to form a belief about the truth of the remaining allegations and therefore deny the
9 allegations.

10 136. To the extent the allegations of Paragraph 136 of the Complaint purport to describe or
11 quote one or more e-mails, Sony Defendants aver that the emails are the best source of their full
12 content and context. Sony Defendants deny the allegations to the extent they do not accurately
13 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
14 information to form a belief about the truth of the remaining allegations and therefore deny the
15 allegations.

16 137. To the extent the allegations of Paragraph 137 of the Complaint purport to describe or
17 quote one or more e-mails, Sony Defendants aver that the emails are the best source of their full
18 content and context. Sony Defendants deny the allegations to the extent they do not accurately
19 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
20 information to form a belief about the truth of the remaining allegations and therefore deny the
21 allegations.

22 138. To the extent the allegations of Paragraph 138 of the Complaint purport to describe or
23 quote one or more e-mails, Sony Defendants aver that the emails are the best source of their full
24 content and context. Sony Defendants deny the allegations to the extent they do not accurately
25 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
26 information to form a belief about the truth of the remaining allegations and therefore deny the
27 allegations.

28 139. To the extent the allegations of Paragraph 139 of the Complaint purport to describe or

1 quote one or more e-mails, Sony Defendants aver that the emails are the best source of their full
2 content and context. Sony Defendants deny the allegations to the extent they do not accurately
3 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
4 information to form a belief about the truth of the remaining allegations and therefore deny the
5 allegations.

6 140. To the extent the allegations of Paragraph 140 of the Complaint purport to describe or
7 quote one or more e-mails, Sony Defendants aver that the emails are the best source of their full
8 content and context. Sony Defendants deny the allegations to the extent they do not accurately
9 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
10 information to form a belief about the truth of the remaining allegations and therefore deny the
11 allegations.

12 141. To the extent the allegations of Paragraph 141 of the Complaint purport to describe or
13 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
14 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
15 content and context. Sony Defendants lack sufficient knowledge or information to form a belief about
16 the truth of the remaining allegations and therefore deny the allegations.

17 142. To the extent the allegations of Paragraph 142 of the Complaint purport to describe or
18 quote one or more e-mails, Sony Defendants aver that the emails are the best source of their full
19 content and context. Sony Defendants deny the allegations to the extent they do not accurately
20 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
21 information to form a belief about the truth of the remaining allegations and therefore deny the
22 allegations.

23 143. To the extent the allegations of Paragraph 143 of the Complaint purport to describe or
24 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
25 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
26 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
27 about the truth of the remaining allegations and therefore deny the allegations.

28 144. To the extent the allegations of Paragraph 144 of the Complaint purport to describe or

1 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
2 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
3 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
4 about the truth of the remaining allegations and therefore deny the allegations.

5 145. To the extent the allegations of Paragraph 145 of the Complaint purport to describe or
6 quote a report from Kris Williams, Sony Defendants aver that the report is the best source of its full
7 content and context. Sony Defendants deny the allegations to the extent they do not accurately
8 represent the report's full content and context. Sony Defendants lack sufficient knowledge or
9 information to form a belief about the truth of the remaining allegations and therefore deny the
10 allegations.

11 146. To the extent the allegations of Paragraph 146 of the Complaint purport to describe or
12 quote one or more e-mails, Sony Defendants aver that the emails are the best source of their full
13 content and context. Sony Defendants deny the allegations to the extent they do not accurately
14 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
15 information to form a belief about the truth of the remaining allegations and therefore deny the
16 allegations.

17 147. To the extent the allegations of Paragraph 147 of the Complaint purport to describe or
18 quote one or more e-mails, Sony Defendants aver that the emails are the best source of their full
19 content and context. Sony Defendants deny the allegations to the extent they do not accurately
20 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
21 information to form a belief about the truth of the remaining allegations and therefore deny the
22 allegations.

23 148. To the extent the allegations of Paragraph 148 of the Complaint purport to describe or
24 quote one or more emails, Sony Defendants aver that the emails are the best source of their full
25 content and context. Sony Defendants deny the allegations to the extent they do not accurately
26 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
27 information to form a belief about the truth of the remaining allegations and therefore deny the
28 allegations.

1 149. To the extent the allegations of Paragraph 149 of the Complaint purport to describe or
2 quote a memorandum, Sony Defendants aver that the memorandum is the best source of its full
3 content and context. Sony Defendants deny the allegations to the extent they do not accurately
4 represent the memorandum's full content and context. Sony Defendants lack sufficient knowledge or
5 information to form a belief about the truth of the remaining allegations and therefore deny the
6 allegations.

7 150. To the extent the allegations of Paragraph 150 of the Complaint purport to describe or
8 quote one or more emails, Sony Defendants aver that the emails are the best source of their full
9 content and context. Sony Defendants deny the allegations to the extent they do not accurately
10 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
11 information to form a belief about the truth of the remaining allegations and therefore deny the
12 allegations.

13 151. To the extent the allegations of Paragraph 151 of the Complaint purport to describe or
14 quote one or more communication, Sony Defendants aver that the communications are the best source
15 of their full content and context. Sony Defendants deny the allegations to the extent they do not
16 accurately represent the communications full content and context. To the extent Paragraph 151 alleges
17 that anyone working for or on behalf of any Sony Defendant engaged in unlawful, conspiratorial, or
18 anticompetitive conduct or entered an anticompetitive agreement, Sony Defendants deny the
19 allegation. Sony Defendants lack sufficient knowledge or information to form a belief about the truth
20 of the remaining allegations and therefore deny the allegations.

21 152. To the extent the allegations of Paragraph 152 of the Complaint purport to describe or
22 quote one or more e-mails, Sony Defendants aver that the emails are the best source of their full
23 content and context. Sony Defendants deny the allegations to the extent they do not accurately
24 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
25 information to form a belief about the truth of the remaining allegations and therefore deny the
26 allegations.

27 153. To the extent the allegations of Paragraph 153 of the Complaint purport to describe or
28 quote one or more e-mails, Sony Defendants aver that the emails are the best source of their full

1 content and context. Sony Defendants deny the allegations to the extent they do not accurately
2 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
3 information to form a belief about the truth of the remaining allegations and therefore deny the
4 allegations.

5 154. To the extent the allegations of Paragraph 154 of the Complaint purport to describe or
6 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
7 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
8 content and context. To the extent Paragraph 154 alleges that anyone working for or on behalf of any
9 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
10 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
11 knowledge or information to form a belief about the truth of the remaining allegations and therefore
12 deny the allegations.

13 155. To the extent the allegations of Paragraph 155 of the Complaint purport to describe or
14 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
15 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
16 content and context. To the extent Paragraph 155 alleges that anyone working for or on behalf of any
17 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
18 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
19 knowledge or information to form a belief about the truth of the remaining allegations and therefore
20 deny the allegations.

21 156. To the extent the allegations of Paragraph 156 of the Complaint purport to describe or
22 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
23 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
24 content and context. Sony Defendants lack sufficient knowledge or information to form a belief about
25 the truth of the remaining allegations and therefore deny the allegations.

26 157. Sony Defendants lack sufficient knowledge or information to form a belief about the
27 truth of the allegations of Paragraph 157 and therefore deny the allegations.

28 158. To the extent the allegations of Paragraph 158 of the Complaint purport to describe or

1 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
2 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
3 content and context. To the extent Paragraph 158 alleges that anyone working for or on behalf of any
4 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
5 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
6 knowledge or information to form a belief about the truth of the remaining allegations and therefore
7 deny the allegations.

8 159. To the extent the allegations of Paragraph 159 of the Complaint purport to describe or
9 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
10 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
11 content and context. Sony Defendants lack sufficient knowledge or information to form a belief about
12 the truth of the remaining allegations and therefore deny the allegations.

13 160. To the extent the allegations of Paragraph 160 of the Complaint purport to describe or
14 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
15 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
16 content and context. To the extent Paragraph 160 alleges that anyone working for or on behalf of any
17 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
18 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
19 knowledge or information to form a belief about the truth of the remaining allegations and therefore
20 deny the allegations.

21 161. To the extent the allegations of Paragraph 161 of the Complaint purport to describe or
22 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
23 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
24 content and context. To the extent Paragraph 161 alleges that anyone working for or on behalf of any
25 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
26 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
27 knowledge or information to form a belief about the truth of the remaining allegations and therefore
28 deny the allegations.

1 162. To the extent the allegations of Paragraph 162 of the Complaint purport to describe or
2 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
3 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
4 content and context. To the extent Paragraph 162 alleges that anyone working for or on behalf of any
5 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
6 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
7 knowledge or information to form a belief about the truth of the remaining allegations and therefore
8 deny the allegations.

9 163. To the extent the allegations of Paragraph 163 of the Complaint purport to describe or
10 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
11 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
12 content and context. To the extent Paragraph 163 alleges that anyone working for or on behalf of any
13 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
14 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
15 knowledge or information to form a belief about the truth of the remaining allegations and therefore
16 deny the allegations.

17 164. To the extent the allegations of Paragraph 164 of the Complaint purport to describe or
18 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
19 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
20 content and context. To the extent Paragraph 164 alleges that anyone working for or on behalf of any
21 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
22 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
23 knowledge or information to form a belief about the truth of the remaining allegations and therefore
24 deny the allegations

25 165. To the extent the allegations of Paragraph 165 of the Complaint purport to describe or
26 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
27 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
28 content and context. To the extent Paragraph 165 alleges that anyone working for or on behalf of any

1 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
2 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
3 knowledge or information to form a belief about the truth of the remaining allegations and therefore
4 deny the allegations.

5 166. To the extent the allegations of Paragraph 166 of the Complaint purport to describe or
6 quote a report by Eugene Yang, Sony Defendants aver that the report is the best source of its full
7 content and context. Sony Defendants deny the allegations to the extent they do not accurately
8 represent the report's full content and context. Sony Defendants lack sufficient knowledge or
9 information to form a belief about the truth of the remaining allegations and therefore deny the
10 allegations.

11 167. To the extent the allegations of Paragraph 167 of the Complaint purport to describe or
12 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
13 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
14 content and context. To the extent Paragraph 167 alleges that anyone working for or on behalf of any
15 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
16 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
17 knowledge or information to form a belief about the truth of the remaining allegations and therefore
18 deny the allegations.

19 168. To the extent the allegations of Paragraph 168 of the Complaint purport to describe or
20 quote an email, Sony Defendants aver that the report is the best source of its full content and context.
21 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
22 content and context. Sony Defendants lack sufficient knowledge or information to form a belief about
23 the truth of the remaining allegations and therefore deny the allegations.

24 169. To the extent the allegations of Paragraph 169 of the Complaint purport to describe or
25 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
26 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
27 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
28 about the truth of the remaining allegations and therefore deny the allegations.

1 170. To the extent the allegations of Paragraph 170 of the Complaint purport to describe or
2 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
3 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
4 content and context. To the extent Paragraph 170 alleges that anyone working for or on behalf of any
5 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
6 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
7 knowledge or information to form a belief about the truth of the remaining allegations and therefore
8 deny the allegations.

9 171. To the extent the allegations of Paragraph 171 of the Complaint purport to describe or
10 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
11 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
12 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
13 about the truth of the remaining allegations and therefore deny the allegations.

14 172. To the extent the allegations of Paragraph 172 of the Complaint purport to describe or
15 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
16 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
17 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
18 about the truth of the remaining allegations and therefore deny the allegations.

19 173. To the extent the allegations of Paragraph 173 of the Complaint purport to describe or
20 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
21 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
22 content and context. To the extent Paragraph 173 alleges that anyone working for or on behalf of any
23 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
24 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
25 knowledge or information to form a belief about the truth of the remaining allegations and therefore
26 deny the allegations.

27 174. To the extent the allegations of Paragraph 174 of the Complaint purport to describe or
28 quote an email, Sony Defendants aver that the email is the best source of its full content and context.

1 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
2 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
3 about the truth of the remaining allegations and therefore deny the allegations.

4 175. To the extent the allegations of Paragraph 175 of the Complaint purport to describe or
5 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
6 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
7 content and context. Sony Defendants lack sufficient knowledge or information to form a belief about
8 the truth of the remaining allegations and therefore deny the allegations.

9 176. To the extent the allegations of Paragraph 176 of the Complaint purport to describe or
10 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
11 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
12 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
13 about the truth of the remaining allegations and therefore deny the allegations.

14 177. To the extent the allegations of Paragraph 177 of the Complaint purport to describe or
15 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
16 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
17 content and context. To the extent Paragraph 177 alleges that anyone working for or on behalf of any
18 Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an
19 anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient
20 knowledge or information to form a belief about the truth of the remaining allegations and therefore
21 deny the allegations.

22 178. To the extent the allegations of Paragraph 178 of the Complaint purport to describe or
23 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
24 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
25 content and context. Sony Defendants lack sufficient knowledge or information to form a belief about
26 the truth of the remaining allegations and therefore deny the allegations.

27 179. To the extent the allegations of Paragraph 179 of the Complaint purport to describe or
28 quote a document, Sony Defendants aver that the document is the best source of its full content and

1 context. Sony Defendants deny the allegations to the extent they do not accurately represent the
2 document's full content and context. Sony Defendants lack sufficient knowledge or information to
3 form a belief about the truth of the remaining allegations and therefore deny the allegations.

4 180. To the extent the allegations of Paragraph 180 of the Complaint purport to describe or
5 quote a document, Sony Defendants aver that the document is the best source of its full content and
6 context. Sony Defendants deny the allegations to the extent they do not accurately represent the
7 document's full content and context. Sony Defendants lack sufficient knowledge or information to
8 form a belief about the truth of the remaining allegations and therefore deny the allegations.

9 181. To the extent the allegations of Paragraph 181 of the Complaint purport to describe or
10 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
11 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
12 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
13 about the truth of the remaining allegations and therefore deny the allegations.

14 182. To the extent the allegations of Paragraph 182 of the Complaint purport to describe or
15 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
16 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
17 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
18 about the truth of the remaining allegations and therefore deny the allegations.

19 183. To the extent the allegations of Paragraph 183 of the Complaint purport to describe or
20 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
21 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
22 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
23 about the truth of the remaining allegations and therefore deny the allegations.

24 184. To the extent the allegations of Paragraph 184 of the Complaint purport to describe or
25 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
26 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
27 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
28 about the truth of the remaining allegations and therefore deny the allegations.

1 185. To the extent the allegations of Paragraph 185 of the Complaint purport to describe or
2 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
3 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
4 content and context. Sony Defendants lack sufficient knowledge or information to form a belief about
5 the truth of the remaining allegations and therefore deny the allegations.

6 186. To the extent the allegations of Paragraph 186 of the Complaint purport to describe or
7 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
8 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
9 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
10 about the truth of the remaining allegations and therefore deny the allegations.

11 187. To the extent the allegations of Paragraph 187 of the Complaint purport to describe or
12 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
13 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
14 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
15 about the truth of the remaining allegations and therefore deny the allegations.

16 188. To the extent the allegations of Paragraph 188 of the Complaint purport to describe or
17 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
18 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
19 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
20 about the truth of the remaining allegations and therefore deny the allegations.

21 189. To the extent the allegations of Paragraph 189 of the Complaint purport to describe or
22 quote an email, Sony Defendants aver that the email is the best source of its full content and context.
23 Sony Defendants deny the allegations to the extent they do not accurately represent the email's full
24 content and context. Sony Defendants lack sufficient knowledge or information to form a belief
25 about the truth of the remaining allegations and therefore deny the allegations.

26 190. To the extent the allegations of Paragraph 190 of the Complaint purport to describe or
27 quote one or more emails, Sony Defendants aver that the emails are the best source of their full
28 content and context. Sony Defendants deny the allegations to the extent they do not accurately

1 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
2 information to form a belief about the truth of the remaining allegations and therefore deny the
3 allegations.

4 191. To the extent the allegations of Paragraph 191 of the Complaint purport to describe or
5 quote one or more emails, Sony Defendants aver that the emails are the best source of their full
6 content and context. Sony Defendants deny the allegations to the extent they do not accurately
7 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
8 information to form a belief about the truth of the remaining allegations and therefore deny the
9 allegations.

10 192. To the extent the allegations of Paragraph 192 of the Complaint purport to describe or
11 quote one or more emails, Sony Defendants aver that the emails are the best source of their full
12 content and context. Sony Defendants deny the allegations to the extent they do not accurately
13 represent the emails' full content and context. Sony Defendants lack sufficient knowledge or
14 information to form a belief about the truth of the remaining allegations and therefore deny the
15 allegations.

16 193. Sony Defendants aver that the allegations of Paragraph 193 of the Complaint set forth
17 legal contentions, to which no response is required. To the extent a response is required, Sony
18 Defendants deny the allegations.

19 194. Sony Defendants deny the allegations in the first sentence of Paragraph 194 of the
20 Complaint. Sony Defendants deny the allegations in the second sentence of Paragraph 194 of the
21 Complaint to the extent they relate to the Sony Defendants. To the extent the allegations of Paragraph
22 194 of the Complaint purport to describe or quote an email, Sony Defendants aver that the email is the
23 best source of its full content and context. Sony Defendants deny the allegations to the extent they do
24 not accurately represent the email's full content and context. Sony Defendants lack sufficient
25 knowledge or information to form a belief about the truth of the remaining allegations and therefore
26 deny the allegations.

27 195. Sony Defendants deny the allegations in the first, fourth, fifth, and sixth sentences of
28 Paragraph 195 of the Complaint. Sony Defendants deny the allegations in the second sentence of

Paragraph 195 of the Complaint to the extent they relate to the Sony Defendants. To the extent the allegations of Paragraph 195 of the Complaint purport to describe or quote an email, Sony Defendants aver that the email is the best source of its full content and context. Sony Defendants deny the allegations to the extent they do not accurately represent the email's full content and context. To the extent Paragraph 195 alleges that anyone working for or on behalf of any Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered an anticompetitive agreement, Sony Defendants deny the allegation. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the remaining allegations and therefore deny the allegations.

196. Sony Defendants deny the allegations of Paragraph 196 of the Complaint.

197. Sony Defendants deny the allegations of Paragraph 197 of the Complaint.

198. To the extent that the allegations of Paragraph 198 of the Complaint purport to describe or quote the content of one or more documents, Sony Defendants aver that the documents are the best source of their full content and context. Sony Defendants deny the allegations to the extent they do not reflect the documents' full context and content. To the extent that Paragraph 198 is intended to allege any Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered any anticompetitive agreement, Sony Defendants deny the allegation.

199. To the extent the allegations of Paragraph 199 of the Complaint purport to describe or quote a DOJ publication, Sony Defendants aver that the publication is the best source of its full content and context. To the extent that the allegations of Paragraph 199 do not reflect the publication's full content and context, Sony Defendants deny the allegations. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 199 and therefore deny the allegations.

200. To the extent the allegations of Paragraph 200 of the Complaint purport to describe or quote the DOJ's filings with this Court, Sony Defendants aver that those filings are the best source of their full content and context. Sony Defendants deny the allegations to the extent they do not represent the filings' full content and context. Sony Defendants state that they lack sufficient knowledge or information to form a belief about the truth of such allegations and, therefore, deny the allegations.

201. To the extent the allegations of Paragraph 201 of the Complaint purport to describe or quote one or more guilty pleas, Sony Defendants aver that those filings are the best source of their full content and context. Sony Defendants deny the allegations to the extent they do not represent the filings' full content and context. Sony Defendants admit that there has been a guilty plea involving HLDS, but to the extent the allegation of Paragraph 201 is intended to imply or allege that any Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered any anticompetitive agreement, Sony Defendants deny that allegation.

202. Sony Defendants deny the allegations of Paragraph 202 of the Complaint.

203. Sony Defendants deny that all "consumer electronic products and their component parts" can be characterized by any "typical" price trends, and state that they lack sufficient knowledge or information to form a belief about the truth of the first sentence of Paragraph 203 of the Complaint. Sony Defendants deny the second sentence of Paragraph 203.

204. Sony Defendants state that the first two sentences of Paragraph 204 set forth speculative legal contentions to which no response is required, but if response is required, Sony Defendants deny the allegations. Sony Defendants deny the third sentence of Paragraph 204.

205. To the extent the allegations of Paragraph 205 of the Complaint purport to describe or quote certain material, including written articles and statements, Sony Defendants aver that this material is the best source of its full content and context. To the extent that the allegations of Paragraph 205 do not reflect the unnamed sources' and statements' full content and context, Sony Defendants deny the allegations. To the extent that Paragraph 205 is intended to allege that any Sony Defendant engaged in unlawful, conspiratorial, or anticompetitive conduct or entered any anticompetitive agreement, Sony Defendants deny the allegation.

206. Sony Defendants state that the allegations of Paragraph 206 of the Complaint set forth legal contentions hypothetical situations, to which no response is required. To the extent that a response is required, the Sony Defendants deny the allegations.

207. To the extent the allegations of Paragraph 207 of the Complaint purport to describe or quote an unspecified "news report," Sony Defendants aver that the purported news report is the best source of its full content and context. To the extent that Paragraph 207 alleges or implies that any

1 Sony Defendants engaged in any conspiracy or anticompetitive agreement in order to keep prices up,
 2 Sony Defendants deny the allegation. Sony Defendants lack sufficient knowledge or information to
 3 form a belief about the truth of the remaining allegations and therefore deny the allegations.

4 208. To the extent that the allegations of Paragraph 208 of the Complaint are intended to
 5 apply to any Sony Defendant, Sony Defendants deny the allegations. Sony Defendants state that they
 6 lack sufficient knowledge or information to form a belief about the truth of the allegations of
 7 Paragraph 208 with regard to other Defendants in this litigation and therefore deny the allegations, but
 8 aver they are aware that certain Defendants have admitted to participating in cartels involving products
 9 unrelated to ODDs.

10 209. To the extent the allegations of Paragraph 209 of the Complaint purport to describe a
 11 1994 DOJ announcement and unspecified reports, Sony Defendants state that the announcement and
 12 the reports are the best source of their full content and context, and to the extent that the allegations of
 13 Paragraph 209 do not accurately reflect their full content and context, Sony Defendants deny the
 14 allegations. Further, to the extent that Paragraph 209 is intended to allege that there was anything
 15 illegal, improper, or anticompetitive about any licensing arrangement for CD technology involving
 16 any Sony Defendant, that DOJ concluded as much, or that DOJ's investigation in any way supports
 17 that conclusion, Sony Defendants deny the allegation. Sony Defendants lack sufficient knowledge or
 18 information to form a belief about the truth of what unspecified others "believed" the alleged DOJ
 19 investigation encompassed and therefore deny this allegation.

20 210. Sony Defendants admit that in 2006, the European Commission sent requests for
 21 information relating to BD and HD-DVD standards to certain industry participants. Sony Defendants
 22 lack sufficient knowledge or information to form a belief about the truth of the remaining allegations
 23 of Paragraph 210 of the Complaint and therefore deny the allegations.

24 211. To the extent that the allegations of Paragraph 211 of the Complaint purport to describe
 25 an announcement by the Taiwan Fair Trade Commission, Sony Defendants state that this
 26 announcement is the best source of its full content and context. Sony Defendants deny that any Sony
 27 Defendant possesses monopoly power, or engaged in any anticompetitive practice or abuse of
 28 monopoly power with regard to licensing CD-R technology.

212. To the extent the allegations of Paragraph 212 of the Complaint purport to describe a written decision by the European Commission (“EC”), Sony Defendants state that the decision is the best source of its full content and context, and to the extent that the allegations of Paragraph 212 do not accurately reflect its full content and context, Sony Defendants deny the allegations.

213. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 213 of the Complaint.

214. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 214 of the Complaint.

215. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 215 of the Complaint.

216. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 216 of the Complaint.

217. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 217 of the Complaint.

218. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 218 of the Complaint.

219. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 219 of the Complaint.

220. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 220 of the Complaint.

221. To the extent the allegations of Paragraph 221 of the Complaint purport to describe or quote one or indictments or plea agreements, Sony Defendants aver that those documents are the best source of their full content and context. Sony Defendants deny the allegations to the extent they do not accurately represent the documents’ full content and context. Sony Defendants lack sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph 221 and therefore deny the allegations.

222. Sony Defendants admit that government authorities investigated anticompetitive activities in the TFT-LCD industry, but deny that any Sony entity was a subject or target of such

1 investigations, and otherwise lack sufficient knowledge or information to form a belief about the truth
2 of the allegations of Paragraph 222 and therefore deny the allegations.

3 223. To the extent the allegations of Paragraph 223 of the Complaint purport to describe one
4 or more informations or plea agreements, Sony Defendants aver that those documents are the best
5 source of their full content and context. Sony Defendants deny the allegations to the extent they do
6 not accurately represent the documents' full content and context. Sony Defendants lack sufficient
7 knowledge or information to form a belief about the truth of the allegations of Paragraph 223 and
8 therefore deny the allegations.

9 224. To the extent the allegations of Paragraph 224 of the Complaint purport to describe or
10 quote one or more announcements or plea agreements, Sony Defendants aver that those documents are
11 the best source of their full content and context. Sony Defendants deny the allegations to the extent
12 they do not accurately represent the documents' full content and context. Sony Defendants lack
13 sufficient knowledge or information to form a belief about the truth of the allegations of Paragraph
14 224 and therefore deny the allegations.

15 225. Sony Defendants lack sufficient knowledge or information to form a belief about the
16 truth of the allegations of Paragraph 225 of the Complaint and therefore deny the allegations.

17 226. Sony Defendants lack sufficient knowledge or information to form a belief about the
18 truth of the allegations of Paragraph 226 of the Complaint and therefore deny the allegations.

19 227. Sony Defendants aver that the allegations of Paragraph 227 of the Complaint set forth
20 legal contentions, to which no response is required. Sony Defendants further state that they lack
21 sufficient knowledge or information to form a belief about the truth of the allegations of the third
22 sentence of Paragraph 227 and, therefore, deny the allegations, except that Sony Defendants admit that
23 certain Sony Defendants manufacture and/or sell certain products that contain ODDs and that certain
24 Sony Defendants manufacture and/or sell ODDs.

25 228. Sony Defendants aver that the allegations of Paragraph 228 of the Complaint set forth
26 legal contentions, to which no response is required. To the extent any response is required, Sony
27 Defendants deny the allegations of Paragraph 228 of the Complaint.

28 229. Sony Defendants aver that the allegations of Paragraph 229 of the Complaint set forth

1 legal contentions, to which no response is required. To the extent any response is required, Sony
2 Defendants deny the allegations of Paragraph 229 to the extent that the allegations apply to Sony
3 Defendants. Sony Defendants lack sufficient knowledge or information to form a belief about the
4 truth of the allegations of Paragraph 229 with regard to the other firms named and therefore deny the
5 allegations as to those firms.

6 230. Sony Defendants deny the allegations of Paragraph 230 of the Complaint to the extent
7 they relate to the Conduct of any Sony Defendant. Sony Defendants lack sufficient knowledge or
8 information to form a belief about the truth of these allegations to the extent they relate to other
9 Defendants, and therefore deny the allegations.

10 231. Sony Defendants state that the allegations of Paragraph 231 of the Complaint state legal
11 contentions, to which no response is required. To the extent a response is required, Sony Defendants
12 deny the allegations. Sony Defendants deny that any Sony Defendant engaged in any alleged
13 conspiracy.

14 232. Sony Defendants deny the allegations of Paragraph 232 of the Complaint.

15 233. Sony Defendants deny the allegations of Paragraph 233 of the Complaint.

16 234. Sony Defendants deny that any Sony Defendant engaged in any alleged conspiracy. To
17 the extent that the allegations of Paragraph 234 of the Complaint relate to the other Defendants or to
18 the Plaintiffs, Sony Defendants state they lack sufficient knowledge or information to form a belief
19 about the truth of the allegations, and therefore deny the allegations.

20 235. Sony Defendants deny that any Sony Defendant engaged in any alleged conspiracy. To
21 the extent that the allegations of Paragraph 235 of the Complaint relate to the other Defendants or to
22 the Plaintiffs, Sony Defendants state they lack sufficient knowledge or information to form a belief
23 about the truth of the allegations, and therefore deny the allegations.

24 236. Sony Defendants deny the allegations of Paragraph 236 of the Complaint as to Sony
25 Defendants. Sony Defendants deny that any Sony Defendant engaged in any alleged conspiracy.
26 Sony Defendants lack sufficient knowledge or information to form a belief about the truth of these
27 allegations to the extent they relate to other Defendants, and therefore deny the allegations.

28 237. Defendants deny the allegations of Paragraph 237 of the Complaint.

238. To the extent the allegations of Paragraph 238 of the Complaint relate to any Sony Defendant, Sony Defendants deny the allegations. Sony Defendants deny that any Sony Defendant engaged in any alleged conspiracy. To the extent that the allegations of Paragraph 238 relate to the other Defendants or to the Plaintiffs, Sony Defendants state they lack sufficient knowledge or information to form a belief about the truth of the allegations, and therefore deny the allegations.

239. To the extent the allegations of Paragraph 239 of the Complaint relate to any Sony Defendant, Sony Defendants deny the allegations. Sony Defendants deny that any Sony Defendant engaged in any alleged conspiracy. To the extent that the allegations of Paragraph 239 relate to the other Defendants or to the Plaintiffs, Sony Defendants state they lack sufficient knowledge or information to form a belief about the truth of the allegations, and therefore deny the allegations.

240. To the extent the allegations of Paragraph 240 of the Complaint relate to any Sony Defendant, Sony Defendants deny the allegations. Sony Defendants deny that any Sony Defendant engaged in any alleged conspiracy. To the extent that the allegations of Paragraph 240 relate to the other Defendants or to the Plaintiffs, Sony Defendants state they lack sufficient knowledge or information to form a belief about the truth of the allegations, and therefore deny the allegations.

241. To the extent the allegations of Paragraph 241 of the Complaint relate to any Sony Defendant, Sony Defendants deny the allegations. Sony Defendants deny that any Sony Defendant engaged in any alleged conspiracy. To the extent that the allegations of Paragraph 241 relate to the other Defendants or to the Plaintiffs, Sony Defendants state they lack sufficient knowledge or information to form a belief about the truth of the allegations, and therefore deny the allegations.

242. To the extent the allegations of Paragraph 242 of the Complaint relate to any Sony Defendant, Sony Defendants deny the allegations. Sony Defendants deny that any Sony Defendant engaged in any alleged conspiracy. To the extent that the allegations of Paragraph 242 relate to the other Defendants or to the Plaintiffs, Sony Defendants state they lack sufficient knowledge or information to form a belief about the truth of the allegations, and therefore deny the allegations.

243. Sony Defendants state that the allegations of Paragraph 243 of the Complaint set forth legal contentions, to which no response is required. To the extent a response is required, Sony Defendants deny the allegations.

1 244. Sony Defendants state that the allegations of Paragraph 244 of the Complaint set forth
2 legal contentions, to which no response is required. To the extent a response is required, Sony
3 Defendants deny the allegations.

4 245. Sony Defendants incorporate by reference their responses to the preceding Paragraphs.

5 246. Sony Defendants state that Paragraph 246 of the Complaint states legal contentions, to
6 which no response is required. To the extent a response is required, Sony Defendants deny the
7 allegations.

8 247. Sony Defendants deny the allegations of Paragraph 247 of the Complaint. Sony
9 Defendants deny that any Sony Defendant engaged in any alleged conspiracy.

10 248. Sony Defendants deny the allegations of Paragraph 248 of the Complaint. Sony
11 Defendants deny that any Sony Defendant engaged in any alleged conspiracy.

12 249. Sony Defendants deny the allegations of Paragraph 249 of the Complaint. Sony
13 Defendants deny that any Sony Defendant engaged in any alleged conspiracy.

14 250. Sony Defendants state that Paragraph 250 of the Complaint states legal contentions, to
15 which no response is required. To the extent a response is required, Sony Defendants deny the
16 allegations. Sony Defendants deny that any Sony Defendant engaged in any alleged conspiracy.

17 251. Sony Defendants deny the allegations of Paragraph 251 of the Complaint. Sony
18 Defendants deny that any Sony Defendant engaged in any alleged conspiracy.

19 252. Sony Defendants deny the allegations of Paragraph 252 of the Complaint. Sony
20 Defendants deny that any Sony Defendant engaged in any alleged conspiracy.

21 253. Sony Defendants state that Paragraph 253 of the Complaint states legal contentions, to
22 which no response is required. To the extent a response is required, Sony Defendants deny the
23 allegations. Sony Defendants deny that any Sony Defendant engaged in any alleged conspiracy.

24 254. Sony Defendants state that Paragraph 254 of the Complaint states legal contentions, to
25 which no response is required. To the extent a response is required, Sony Defendants deny the
26 allegations. Sony Defendants deny that any Sony Defendant engaged in any alleged conspiracy.

27 255. Sony Defendants incorporate by reference their responses to the preceding Paragraphs.

28 256. Sony Defendants state that Paragraph 256 of the Complaint states legal contentions, to

1 which no response is required. To the extent a response is required, Sony Defendants lack sufficient
2 knowledge or information to form a belief about the truth of the allegations of Paragraph 256 and
3 therefore deny the allegations.

4 257. Sony Defendants state that Paragraph 257 of the Complaint states legal contentions, to
5 which no response is required. To the extent a response is required, Sony Defendants deny the
6 allegations.

7 258. Sony Defendants deny the allegations of Paragraph 258 of the Complaint.

8 259. Sony Defendants state that Paragraph 259 of the Complaint states legal contentions, to
9 which no response is required. To the extent a response is required, Sony Defendants deny the
10 allegations.

11 260. Sony Defendants state that Paragraph 260 of the Complaint states legal contentions, to
12 which no response is required. To the extent a response is required, Sony Defendants deny the
13 allegations.

14 261. Sony Defendants state that Paragraph 261 of the Complaint states legal contentions, to
15 which no response is required. To the extent a response is required, Sony Defendants deny the
16 allegations.

17 262. Sony Defendants incorporate by reference their responses to the preceding Paragraphs.

18 263. Sony Defendants state that Paragraph 263 of the Complaint states legal contentions, to
19 which no response is required. To the extent a response is required, Sony Defendants lack sufficient
20 knowledge or information and therefore deny the allegations.

21 264. Sony Defendants deny the allegations of Paragraph 264 of the Complaint.

22 265. Sony Defendants state that Paragraph 265 of the Complaint states legal contentions, to
23 which no response is required. To the extent a response is required, Sony Defendants deny the
24 allegations.

25 266. Sony Defendants state that Paragraph 266 of the Complaint states legal contentions, to
26 which no response is required. To the extent a response is required, Sony Defendants deny the
27 allegations.

28 267. Sony Defendants deny the allegations of Paragraph 267 of the Complaint.

268. Sony Defendants state that Paragraph 268 of the Complaint states legal contentions, to which no response is required. To the extent a response is required, Sony Defendants deny the allegations.

PRAYER FOR RELIEF

Sony Defendants deny that Plaintiffs are entitled to the requested relief.

AFFIRMATIVE DEFENSES

Sony Defendants set forth their affirmative defenses without assuming the burden of proving any fact, issue, or element of a cause of action where such burden properly belongs to the Plaintiff. Moreover, nothing stated here is intended or shall be construed as an admission that any particular issue or subject matter is relevant to the allegations of the Complaint. Sony Defendants reserve the right to amend or supplement their affirmative defenses as additional facts concerning their defenses become known.

As a separate and distinct affirmative defenses, Sony Defendants allege as follows:

FIRST AFFIRMATIVE DEFENSE

Plaintiffs fail to state a claim on which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims have been released, or barred by the doctrines of waiver and/or estoppel.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred because Plaintiffs have failed to alleged, and have not suffered, antitrust injury.

SIXTH AFFIRMATIVE DEFENSE

The exercise of patent and other intellectual property rights is privileged and protected under the United States Constitution and other federal statutes, which bar the Plaintiffs' claims alleged here.

1 SEVENTH AFFIRMATIVE DEFENSE

2 The claims of Plaintiffs are barred in whole or in part because the alleged damages, if any, are
3 speculative, and because of the impossibility of the proof of allocation of these alleged damages.

4 EIGHTH AFFIRMATIVE DEFENSE

5 The acts and practices of persons or entities not associated with Sony Defendants, and
6 ongoing economic events, constituting intervening and superseding causes of the alleged harm, if any,
7 suffered by Plaintiffs.

8 NINTH AFFIRMATIVE DEFENSE

9 If Plaintiffs suffered any damages or losses, such damage or losses are not cognizable for the
10 claims asserted by Plaintiffs.

11 TENTH AFFIRMATIVE DEFENSE

12 Plaintiffs' alleged damages, if any, were not proximately caused by Sony Defendants.

13 ELEVENTH AFFIRMATIVE DEFENSE

14 Plaintiffs' claims are barred, in whole or in part, because the failed to mitigate damages, if
15 any, allegedly suffered as a result of the conduct alleged in the Complaint.

16 TWELFTH AFFIRMATIVE DEFENSE

17 Plaintiffs' claims are barred because Plaintiffs lack standing to assert them.

18 THIRTEENTH AFFIRMATIVE DEFENSE

19 Plaintiffs' claims are barred because any and all damages to Plaintiffs were caused by
20 Plaintiffs' own actions.

21 FOURTEENTH AFFIRMATIVE DEFENSE

22 Plaintiffs' claims are barred because Sony Defendants had legitimate business justifications
23 for the conduct at issue, their conduct was pro-competitive, and their practices were and are
24 reasonably justified.

25 FIFTEENTH AFFIRMATIVE DEFENSE

26 Plaintiffs' claims are barred by the doctrine of accord and satisfaction.

27 SIXTEENTH AFFIRMATIVE DEFENSE

28 Plaintiffs' claims are barred because of ratification, agreement, acquiescence, or consent to

1 Sony Defendants' alleged conduct.

2 SEVENTEENTH AFFIRMATIVE DEFENSE

3 Plaintiffs' claims should be dismissed for uncertainty and vagueness and because their claims
4 are ambiguous and/or unintelligible. Sony Defendants aver that Plaintiffs' claims do not describe the
5 events or legal theories with sufficient particularity to permit Sony Defendants to ascertain what other
6 defenses may exist.

7 EIGHTEENTH AFFIRMATIVE DEFENSE

8 Plaintiffs' claims against Sony Defendants are barred to the extent that they have agreed to
9 arbitration or chosen a different forum for the resolution of their claims.

10 NINETEENTH AFFIRMATIVE DEFENSE

11 Plaintiffs' claims are barred, in whole or in part, because Plaintiffs failed to plead fraudulent
12 concealment with particularity as required by Rule 9(b) of the Federal Rules of Civil Procedure.

13 TWENTIETH AFFIRMATIVE DEFENSE

14 Plaintiffs' claims are barred, in whole or in part, by the Foreign Trade Antitrust Improvements
15 Act, 15 U.S.C. § 6a.

16 TWENTY-FIRST AFFIRMATIVE DEFENSE

17 Plaintiff's claims are barred to the extent Plaintiffs seek to recover damages, if any, based on
18 sales outside the United States.

19 TWENTY-SECOND AFFIRMATIVE DEFENSE

20 Plaintiffs' claims against Sony Defendants are barred to the extent they alleged conduct was
21 committed by individuals acting *ultra vires*.

22 TWENTY-THIRD AFFIRMATIVE DEFENSE

23 Plaintiffs' claims are barred, in whole or in part, by the voluntary payment doctrine, under
24 which one cannot recovery payments with full knowledge of the facts.

25 TWENTY-FOURTH AFFIRMATIVE DEFENSE

26 Plaintiffs' claims are barred to the extent Plaintiffs would be unjustly enriched if it was
27 allowed to recover any part of the alleged damages.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

Sony Defendants adopt by reference any applicable defense pleaded by any other Defendant in this action and not expressly set forth herein.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

Sony Defendants hereby give notice that they intend to rely upon such other and further defenses as may become available or apparent during pre-trial proceedings in this case, and hereby reserve their right to amend this Answer and assert such defenses.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' cause of action for alleged violation of California Business and Professions Code Section 16720, *et seq.*, are barred in whole or in part, because the application of Section 16720 *et seq.*, to wholly interstate or foreign commerce violates the Commerce Clause of the United States Constitution.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs' cause of action for alleged violation of California Business and Professions Code Section 17200 *et seq.*, is barred because the alleged conduct of Sony Defendants that is the subject of the Complaint does not constitute "unfair" or "unlawful" or "fraudulent" business practices.

TWENTY-NINTH AFFIRMATIVE DEFENSE

Any award of restitution under California Business and Professions Code Section 17200 *et seq.*, based upon asserted interests or injuries of the purported class members in this case would violate the Excessive Fines Clause of the Eighth Amendment (as incorporated by the Due Process Clause of the Fourteenth Amendment) to the United States Constitution and Article I, Section 17 of the California Constitution.

JURY DEMAND

Sony Defendants demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Sony Defendants respectfully request that this Court:

1. Enter judgment against the Plaintiffs and in favor of Sony Defendants;
2. Dismiss the Complaint in its entirety, with prejudice;

3. Decline to award the requested relief;

4. Award Sony Defendants their costs and reasonable attorneys' fees incurred in this action; and

5. Grant such other and further relief as the Court may deem just and proper.

Dated: July 31, 2014

By: /s/ John F. Cove, Jr.

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